

CHATTEL MORTGAGE and SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that EMONS LEASING CO., INC. (Leasing), in consideration of \$1.00 to it paid by CENTRAL PENN NATIONAL BANK (Bank), receipt of which is hereby acknowledged, does hereby bargain, sell and convey to Bank, its successors and assigns, and does hereby grant to Bank a security interest in and lien upon (under the Uniform Commercial Code, as amended, or other appropriate law) all those certain railroad boxcars used or intended to be used in interstate commerce listed in Exhibit A attached hereto.

TO HAVE AND TO HOLD the said railroad boxcars so bargained, sold and conveyed, or intended to be, unto the said Bank, its successors and assigns.

The condition of this Chattel Mortgage and Security Agreement is that, if Leasing shall pay or cause to be paid to Bank the aforementioned sum and such other sums as Leasing shall have borrowed from Bank under that certain Loan Agreement between Leasing and Bank dated the fifth day of April, 1974, which is incorporated herein by reference as though fully set forth, and fully and faithfully perform all of Leasing's obligations herein and therein contained, then this Chattel Mortgage and Security Agreement shall be void; otherwise, it shall remain in full force and effect.

Leasing warrants to Bank that on the date hereof it is the absolute owner of the said railroad boxcars, free and clear of all liens, encumbrances and adverse claims, other than the interest herein bargained, sold and granted to Bank.

Unless and until Leasing shall fail or refuse to perform, or be in breach of, any of the foregoing covenants and agreements or an event of default shall occur under the said Loan Agreement, Leasing hereby lets and demises from Bank the right of possession and use of the said railroad boxcars for the purpose of selling said railroad boxcars to the Maryland and Pennsylvania Railroad Co.

Leasing hereby covenants to keep, or cause to be kept, the said railroad boxcars in good condition and repair.

7526

RECORDATION NO. \_\_\_\_\_ Filed & Recorded

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Should Leasing fail or refuse to perform any of the foregoing covenants and agreements, or upon the happening of an event of default as defined in the aforesaid Loan Agreement, Bank may exercise all its rights and remedies set forth in the Loan Agreement, including the right to take possession of the railroad boxcars hereby mortgaged, and may exercise any of its rights under the Uniform Commercial Code, as amended, and other applicable laws.

This Chattel Mortgage and Security Agreement shall be binding upon and inure to the benefit of the successors and assigns of Leasing and Bank.

EXECUTED this 3<sup>rd</sup> day of May, 1974.

Attest: (seal)

EMONS LEASING CO., INC.

Joseph M. McCarroll Secy.

By Robert Grossman President

STATE OF *Pennsylvania* :  
COUNTY OF *Philadelphia* : SS.

BEFORE ME, a Notary Public in and for the State and County  
aforesaid, personally appeared *Robert Grossman*, to me  
known to be the individual who executed the foregoing Chattel Mort-  
gage and Security Agreement on behalf of EMONS LEASING CO., INC., and  
acknowledged to me that he is the *PRESIDENT* of EMONS LEASING  
CO., INC. and that he executed the said Chattel Mortgage and Security  
Agreement on its behalf as the act and deed of the corporation, for  
the uses and purposes therein mentioned.

WITNESS my hand and official seal this *3rd* day of  
*May*, 1974.

*Betty A. McCarty*  
Notary Public

My Commission Expires:

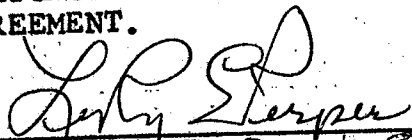
Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires October 18, 1975

SCHEDULE of FIFTY (50) RAILROAD BOXCARS OWNED BY EMONS LEASING CO., INC.  
to be sold to  
MARYLAND AND PENNSYLVANIA RAILROAD CO. for use in interstate commerce,  
showing the numbers supplied by that Railroad to those boxcars.

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1	15101	1	15158
2	15102	22	15161
3	15103	23	15160
4	15104	24	15168
5	15105	35	15173
6	15106	36	15172
7	15107	37	15170
8	15108	38	15177
9	15111	39	15182
10	15113	40	15183
11	15115	41	15190
12	15121	42	16108
13	15123	43	16109
14	15124	44	16111
15	15129	45	16112
16	15133	46	16113
17	15134	47	16114
18	15135	48	16121
19	15136	49	16122
20	15137	50	16125
21	15138		
22	15139		
23	15140		
24	15141		
25	15143		
26	15144		
27	15145		
28	15152		
29	15156		
30	15157		

I hereby certify that this  
is a true and correct copy  
of the original CHATTEL  
MORTGAGE and SECURITY  
AGREEMENT.

  
\_\_\_\_\_  
LeRoy E. Perper *Eg*

CHATTEL MORTGAGE  
and  
SECURITY AGREEMENT

LeRoy E. Perper  
WHITE and WILLIAMS  
LAND TITLE BUILDING  
PHILADELPHIA - 19110  
LO 3-0771